

No. 60530

ALTUS LUMBERTON, LP <i>Plaintiff,</i> v. UNIVERSAL AMERICAN CORP, <i>Defendant.</i>	§ § § § § § § §	IN THE DISTRICT COURT OF HARDIN COUNTY, TEXAS 356TH JUDICIAL DISTRICT
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PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURES

Plaintiff ALTUS LUMBERTON, LP ("Plaintiff") files this Original Petition against Defendant UNIVERSAL AMERICAN CORP ("Defendant"). In support thereof, Plaintiff respectfully shows as follows:

DISCOVERY CONTROL PLAN LEVEL 1

1. Plaintiff alleges that discovery is intended to be conducted in this case under Level 1 of Rule 190.3 of the Texas Rules of Civil Procedure.

PLEADING LEVEL OF RELIEF PURSUANT TO TEX. R. CIV. P. 47(C)

2. Pursuant to Tex. R. Civ. P. 47(c), Plaintiff pleads that it seeks monetary relief within the jurisdictional limits of this Court of \$100,000 or less.

PARTIES

3. Plaintiff ALTUS LUMBERTON, LP ("Plaintiff" or "Altus") is a limited partnership duly organized pursuant to the laws of the state of Texas. Plaintiff operates an emergency care center located in Lumberton, Hardin County, Texas.

4. Defendant UNIVERSAL AMERICAN CORP ("Universal American" or "Defendant") is a Delaware corporation with its principal place of business at 8735 Henderson Road, Bldg 2, Tampa, Florida 33634-1143. Universal American does not maintain a resident

agent in Texas for the service of process and therefore may be served through the Texas Secretary of State.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements. Specifically, Plaintiff seeks monetary damages of more than \$500 but less than \$100,000.

6. Venue is proper in Hardin County, Texas pursuant to Section 15.035 of the Tex. Civ. Prac. Rem. Code because the acts and omissions giving rise to the claims occurred in Hardin County, Texas.

FACTUAL BACKGROUND

7. Plaintiff Altus Lumberton, LP is a limited partnership that operates a free-standing emergency center located at 137 North LHS Drive, Lumberton, Texas 77657 in Hardin County, Texas. Plaintiff employs and provides quality emergency medical services to residents throughout Hardin County and neighboring communities.

8. Defendant operates and administers health plans on behalf of insureds. Among the plans operated and administered by Defendant is (or was) the TexanPlus health plan.

9. On August 5, 2014, Defendant affirmatively represented to Plaintiff in written correspondence that medical care and services rendered to members of its TexanPlus plan by Plaintiff at its emergency care center would be reimbursed by it at medicare allowable rates.

10. In reasonable and substantial reliance upon Defendant's promise to reimburse Plaintiff for services provided to Defendant's TexanPlus insureds, Plaintiff rendered medical care to patients insured by the TexanPlus health plan.

11. Defendant sporadically paid Plaintiff for only some of the TexanPlus patients treated by Plaintiff's emergency center. On or about April 26, 2017, Defendant repeated its promise to pay for the services rendered by Plaintiff to TexanPlus patients and reassured Plaintiff that the TexanPlus claims submitted by Plaintiff would be processed for payment. In truth, however, a substantial portion of the TexanPlus accounts remain unpaid and outstanding. To date, Defendant has failed to reimburse Plaintiff in nearly \$56,000 in claims.

CAUSES OF ACTION

A. Promissory Estoppel

12. Plaintiff incorporates and realleges paragraphs 1 through 11 as if fully set forth herein.

13. Defendant promised Plaintiff in written correspondence that medical care and services rendered to members of its TexanPlus plan by Plaintiff at its emergency care center would be reimbursed by Defendant at medicare allowable rates. Plaintiff reasonably and substantially relied on Defendant's promise to its detriment when it provided medical services to Defendant's TexanPlus insureds and received no reimbursement from Defendant. Plaintiff's reliance on Defendant's promise was foreseeable by Defendant, and Defendant had actual knowledge that its TexanPlus insureds sought medical treatment at Plaintiff's ER center. Injustice can only be avoided by enforcing Defendant's promise to reimburse Plaintiff for services already rendered to Defendant's TexanPlus insureds.

B. Quantum Meruit/Unjust Enrichment

14. Plaintiff incorporates and realleges paragraphs 1 through 11 as if fully set forth herein.

15. Plaintiff provided valuable services to Defendant. The services were provided for the benefit of Defendant, and Defendant accepted the services supplied by Plaintiff. Defendant knew that Plaintiff expects compensation for its services, and agreed to pay Plaintiff for the services provided. Defendant has received value for the services Plaintiff provided and should not be unjustly enriched by refusing to pay for the services rendered. Plaintiff suffered actual damages, including but not limited to, the reasonable value of the services furnished.

CONDITIONS PRECEDENT

16. All conditions precedent to this suit have been met or they have been waived by Defendant.

REQUESTS FOR DISCLOSURES

17. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff request that Defendant disclose, within 50 days of service of this Request, all of the information and materials described in Rule 194.2.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays for relief and final judgment as follows:

1. Actual damages;
2. Pre-judgment and post-judgment interest as allowed by law;
3. Attorneys' fees;
4. Costs of suit;

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5. And all other relief to which Plaintiff may show itself to be entitled.

Respectfully submitted,

/s/ Jeanine O. Navarro

Jeanine O. Navarro

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